

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR NEWTON PUBLIC SCHOOLS

**PROJECT MANUAL:
NPS – CHALLENGE COURSE ELEMENTS
FOR MIDDLE AND HIGH SCHOOLS
*INVITATION FOR BID #10-39***

**FEBRUARY 2010
Setti D. Warren, Mayor**

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #10-39**

The City of Newton invites sealed bids from Contractors for:

**NPS – Challenge Course Elements for Middle and High Schools
Indoor and outdoor adventure education challenge courses**

MANDATORY - Pre-Bid Conference: 9:00 a.m., February 12, 2010

Bids will be received until: 9:30 a.m., February 22, 2010*

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the **MANDATORY Pre-Bid conference** at City Hall, Rm. 204, there will be a **site visit to the five locations**. Transportation will be provided by the City of Newton for the site visits. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at www.ci.newton.ma.us/bids or pick up at the Purchasing Department after **10:00 a.m., February 4, 2010**. Bid Surety is not required with this Bid.

No bid surety is required with this bid.

Work under this contract shall consist of: the supply and installation of elements for indoor and outdoor adventure education challenge courses for four middle schools and one high school in Newton, MA. All elements must be supplied and installed consistent with Project Adventures curriculum and training. Supplies and materials cannot be delivered more than 48 hours prior to the start of installation.

Time is of the essence in the performance of the work of this contract. Work shall begin immediately upon full execution of the contract and shall be completed no later than: May 14, 2010.

Award will be made to the lowest responsive and responsive bidder for the Base Bid and any accepted alternates. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected.

The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words “no substitutions”, **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.** All bids are subject to the provisions of M.G.L. Chapter 30B. **All bids shall be submitted as one ORIGINAL and one COPY.**

Some City of Newton bids are available on the City’s web site, www.ci.newton.ma.us/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda’s will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing dept. (617) 796-1220 or e-mail purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON
Re Cappoli
Chief Procurement Officer
February 5, 2010

****PLEASE NOTE: the BID OPENING date is changed from what was originally advertised. The Pre-Bid will remain as is.***

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
- 1.2 The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
- 1.3 The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.4 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Chief Procurement Officer, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be faxed or mailed First Class postage by the USPS, to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER #10-39**.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

- 3.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 3.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 3.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 3.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 3.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.

- 3.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 3.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR:

* NAME OF PROJECT AND INVITATION NUMBER

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 3.8 Date and time for receipt of bids is set forth in the Invitation for Bids.

- 3.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

- 3.10 The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitutions", shall indicate so on the bid form and Special Provisions form and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. Failure to submit manufacturers specifications/descriptive literature with bids may be cause for rejection.

ARTICLE 4 - ALTERNATES

- 4.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form..
- 4.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 4.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 4.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 5 - WITHDRAWAL OF BIDS

- 5.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 5.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 5.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 6 - CONTRACT AWARD

- 6.1 The City of Newton will award the contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 6.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

- 6.3 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 6.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 6.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 6.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 7 - TAXES

- 7.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 7.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.
- 7.3 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #10-39

- A.** The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

NPS – Challenge Course Elements for Middle and High Schools
Indoor and outdoor adventure education challenge courses

- B.** This bid includes addenda number(s) _____, _____, _____, _____,

- C.** The contract price is per attached ITEM SHEETS.

BASE BID \$ _____

ALTERNATE – 1* \$ _____

*(Helix Climbing Tower and training hours at Newton South High School)

COMPANY: _____

- D.** The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ Item Sheets & Exception Sheet, 5 pages
- ☐ Manufacturer's specifications and warranties

- E.** The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

/_____
(FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

The Contractor shall insert prices for each item in ink and is to show a total Base bid price and Alternate – 1 price. In the event there is an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is advised to review any related plans, conduct a full site review (if applicable), and read all the provisions in the document before inserting prices.

All elements must be supplied and installed consistent with Project Adventures curriculum and training. No supplies or materials can be delivered to the specific designated school location prior to 48 hours of the start of the elements installation.

ITEM DESCRIPTION & BID PRICE	UNIT COST	EST. QTY*	TOTAL COST
ITEM: 1 - MIDDLE SCHOOLS Indoor element – Multi Swings (in 2 places per middle school)	\$ _____	8	\$ _____
ITEM: 2 - MIDDLE SCHOOLS Indoor element – Portholes (1 per middle school)	\$ _____	4	\$ _____
ITEM: 3 - MIDDLE SCHOOLS Indoor element - Swinging Tires - set of 5 tires (1 set per middle school)	\$ _____	4	\$ _____
ITEM: 4 - MIDDLE SCHOOLS Indoor element - Tension Traverse ropes for Wild Side Kits (in 2 places per middle school)	\$ _____	8	\$ _____
ITEM: 5 - MIDDLE SCHOOLS Portable element - All Aboard platforms (4 per middle school)	\$ _____	16	\$ _____
ITEM: 6 - MIDDLE SCHOOLS Portable element - Fidget Ladders (2 per middle school)	\$ _____	8	\$ _____
ITEM: 7 - MIDDLE SCHOOLS Portable element - Meuses (1 per middle school)	\$ _____	4	\$ _____
ITEM: 8 - MIDDLE SCHOOLS Portable element - Prouty's Landing platforms (2 per middle school)	\$ _____	8	\$ _____
ITEM: 9 - MIDDLE SCHOOLS Portable element – Spider's Webs (1 per middle school)	\$ _____	4	\$ _____
ITEM: 10 - MIDDLE SCHOOLS Portable element - Wild Side Kits (2 sets per middle school)	\$ _____	8	\$ _____
ITEM: 11 - MIDDLE SCHOOLS Outdoor element – Islands - 3 island platforms per set – see specs for various sizes (1 set per middle school)	\$ _____	4	\$ _____
ITEM: 12 - MIDDLE SCHOOLS Outdoor element – Mohawk Walks (1 per middles school)	\$ _____	4	\$ _____
ITEM: 13 - MIDDLE SCHOOLS Outdoor element – Team Triangles (1 per middles school)	\$ _____	4	\$ _____

ITEM: 14 - MIDDLE SCHOOLS Outdoor element – Whale Watches (1 per middle school)	\$ _____	4	\$ _____
ITEM: 15 - HIGH SCHOOL Portable element - All Aboard platforms	\$ _____	4	\$ _____
ITEM: 16 - HIGH SCHOOL Portable element – Prouty’s Landing platforms	\$ _____	2	\$ _____
ITEM: 17 - HIGH SCHOOL Portable element - Spider’s Web	\$ _____	1	\$ _____
ITEM: 18 - HIGH SCHOOL Portable element – Wild Side Kit (1 set)	\$ _____	1	\$ _____
ITEM: 19 - HIGH SCHOOL Indoor low element – Multi Swings (in 2 places)	\$ _____	2	\$ _____
ITEM: 20 - HIGH SCHOOL Indoor low element – Swing Tires (set of 5)	\$ _____	1	\$ _____
ITEM: 21 - HIGH SCHOOL Indoor high element – Centipede	\$ _____	1	\$ _____
ITEM: 22 - HIGH SCHOOL Indoor high element – Dangle Quad	\$ _____	1	\$ _____
ITEM: 23 - HIGH SCHOOL Indoor high element – Firecracker Ladder Climb	\$ _____	1	\$ _____
ITEM: 24 - HIGH SCHOOL Indoor high element – Flying Squirrel	\$ _____	1	\$ _____
ITEM: 25 - HIGH SCHOOL Indoor high element – Portable Pamper Pole	\$ _____	1	\$ _____
ITEM: 26 - HIGH SCHOOL Indoor high element – Rope Ladder Climb	\$ _____	1	\$ _____
ITEM: 27 - HIGH SCHOOL Indoor high element – Swingshot	\$ _____	1	\$ _____
ITEM: 28 - HIGH SCHOOL Indoor high element – Verticle Playpen	\$ _____	1	\$ _____
ITEM: 29 - HIGH SCHOOL Outdoor low element – Double Team Triangle	\$ _____	1	\$ _____
ITEM: 30 - HIGH SCHOOL Outdoor low element – Moby Deck	\$ _____	1	\$ _____

ITEM: 31 - HIGH SCHOOL Outdoor low element – Mohawk Walk	\$ _____	1	\$ _____
ITEM: 32 - HIGH SCHOOL Outdoor high Pod 1 element – Cat Walk	\$ _____	1	\$ _____
ITEM: 33 - HIGH SCHOOL Outdoor high Pod 1 element – Diminishing Returns	\$ _____	1	\$ _____
ITEM: 34 - HIGH SCHOOL Outdoor high Pod 1 element – Islands-in-the-Sky	\$ _____	1	\$ _____
ITEM: 35 - HIGH SCHOOL Outdoor high Pod 1 element – Lily Pads	\$ _____	1	\$ _____
ITEM: 36 - HIGH SCHOOL Outdoor high Pod 1 element – Pirate’s Crossing	\$ _____	1	\$ _____
ITEM: 37 - HIGH SCHOOL Outdoor high Pod 1 element – Quadrophenia	\$ _____	1	\$ _____
ITEM: 38 - HIGH SCHOOL Outdoor high Pod 1 element – Ships Passing in the Night	\$ _____	1	\$ _____
ITEM: 39 - HIGH SCHOOL Outdoor high Pod 1 element – Step of Faith	\$ _____	1	\$ _____
ITEM: 40 - HIGH SCHOOL Outdoor high Pod 2 element – Burma Bridge/Two line bridge combination	\$ _____	1	\$ _____
ITEM: 41 - HIGH SCHOOL Outdoor high Pod 2 element – Flying Squirrel (combine with Swingshot)	\$ _____	1	\$ _____
ITEM: 42 - HIGH SCHOOL Outdoor high Pod 2 element – Multivine Traverse	\$ _____	1	\$ _____
ITEM: 43 - HIGH SCHOOL Outdoor high Pod 2 element – Swingshot (combine with Flying Squirrel)	\$ _____	1	\$ _____
ITEM: 44 - MIDDLE and HIGH SCHOOLS Supply challenge course training hours with times to be determined by NPS PEHW Director	\$ _____	24	\$ _____

BASE BID TOTAL (Items #1 - #44) \$ _____

ITEM: 45 - HIGH SCHOOL Outdoor high element – Helix Climbing Tower (Alt #1)	\$_____	1	\$_____
ITEM: 46 - NEWTON HIGH SCHOOLS Supply helix tower training hours time to be determined by NPS PEHW Director	\$_____	8	\$_____

TOTAL FOR ALTERNATE #1 (Items #45 - #46): \$_____

Pricing for the BASE BID and ALTERNATE #1 must be recorded in paragraph “C” of the BID FORM.

COMPANY: _____

Bidders must provide a unit and total price for ALL line items. Any bidder not providing a unit and total price for each line item maybe deemed unresponsive. Award will be made the bidder deemed responsible and responsive with the lowest bid for the base bid and any add alternate.

THIS SPACE INTENTIONALLY LEFT BLANK

EXCEPTION LIST – Please include Spec Sheets for approved equals.

ITEM #

MAKE & MODEL THIS COMPANY IS PRESENTING

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10	

The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words “no substitutions”, **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.**

"Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

COMPANY: _____

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ☒ YES ☐ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
☐ YES ☐ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLCY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLCY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLCY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT made this ____ day of __ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials, equipment, supervision, and travel to perform all work required in strict accordance with the Contract Documents for the following project:

**NPS – Challenge Course Elements for Various Schools
Indoor and outdoor adventure education challenge courses**

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation to Bid #10-39 issued by the Purchasing Department;
- c. The Project Manual for NPS – Challenge Course Elements for Various Schools for indoor and outdoor adventure education challenge courses including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Equal Opportunity/Affirmative Action Requirements, Wage Rate Requirements, Wage Rate Schedule(s);
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM:** Time is of the essence for this project. Supply and installation shall be completed no later than **May 14, 2010.**
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a City of Newton Purchase order specifying work to be performed and bearing a certification by the Comptroller of the City of Newton that funds are available for the work ordered. The Contractor will be paid following completion and acceptance of the work authorized by Purchase order in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____
Title _____

Date _____

Affix Corporate Seal Here

City funds in the amount of \$ _____
are available in account number
18SX09999-58521

I further certify that the Mayor is
authorized to execute contracts and
approve change orders

By _____
Comptroller of Accounts

Date _____

By _____
Chief Procurement Officer

Date _____

By _____
School Committee

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Setti D. Warren, Mayor

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, purchase order or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the Scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the Scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

- 4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

9.0 SUSPENSION OR TERMINATION

- 9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.
- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation:	Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.
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COMMERICAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

NEWTON PUBLIC SCHOOLS
SCOPE OF WORK
SUPPLY & INSTALL INDOOR AND OUTDOOR ELEMENTS FOR
ADVENTURE EDUCATION CHALLENGE COURSES

Scope of Services

Newton Public Schools (NPS) is accepting bids for the development of five indoor and outdoor challenge courses at Bigelow, Brown, Day, Oak Hill Middle Schools and Newton South High School. The project consists of design and installation of portable and permanent low challenge courses at each school plus a high course at the high school. Elements will be located both in each of the school gyms and on utility poles outdoors. The supply of utility poles and anchors and the installation of both will be completed under a separate contract. The installer will work closely with designated Newton Public Schools and City of Newton Parks and Recreation and Seafox Consulting personnel before and during the installation of both the indoor and outdoor courses according to the corresponding site plans provided in this document. No supplies or materials can be delivered to the specific designated school location prior to 24 hours of the start of the installation. The Consultant from Seafox Consulting will coordinate all delivery and work schedules.

Design and Installation Criteria

The purpose of this project is to provide appropriate tools for the development of Newton's Physical Education middle and high school adventure education curricula. It is critical that the installation work on these challenge courses adhere to the 7th edition Installation Standards of ACCT. To this end, the installer shall work closely with NPS staff and design consultant before final approval is given for the installation of the courses to proceed.

All elements shall be able to be secured to prevent unwanted access and have the following durable no trespassing or keep off/authorized use only signs (minimum 6" x 8" in size) :

Indoor Middle School Courses – up to 4 signs to be attached to walls with location to be determined by Seafox Consultant

Outdoor Middle School Courses – up to 4 signs to be attached element poles provided with location to be determined by Seafox Consultant

Indoor High School Courses – up to 6 signs to be attached to walls with location to be determined by Seafox Consultant

Outdoor High School Courses – up to 6 signs to be attached to element poles provided with location to be determined by Seafox Consultant

Low foot cables on outdoor elements shall have the ability to be easily disassembled or removed when not in use.

Layouts, including locations of poles and anchors, for each outdoor course are shown in the attached site plans. Minimum material requirements must meet the challenge course standards as detailed in the 7th edition Installation Standards of ACCT and as provided in the course specifications below.

The ground condition of each site shall be left as found before installation.

Three of the school sites are within one-half mile of each other and the other two sites are less than four miles away. All sites for these outdoor elements are grassy areas with a park and some trees at the Bigelow school's site. All sites are accessible by truck. Site information will be available along with flagged locations for the setting of the poles and anchors prior to the start of any work.

The following materials and services are to be delivered to the specific designated school location no earlier than 24 hours of the start of the pole installation. All work shall consist of furnishing any and all materials, labor, and equipment, to complete the work in accordance with the specific requirements of this Project Manual and in accordance with the specific requirements as shown on the corresponding site plans. All work relating to this contract will be under the contractor warranty.

Other Requirements:

1. Bidder must have a minimum of 5 years of experience of projects comparable to the project as stated within the scope of this work.
2. Bidder must provide a minimum of 3 references indicating successful supply and installations of comparable projects that met the needs of the customer and all state and city requirements.
3. The bidder shall be a Professional Vendor Member (PVM) of the Association for Challenge Course Technology (ACCT) for installation, course inspection and technical training, and shall adhere to the current edition Installation Standards of ACCT.

4. All work (where applicable) must comply with regulations by Massachusetts Division of Public Safety for safety and insurance purposes and provide a certificate of inspection for each school's high climbing elements upon completion of work.
5. The challenge course elements shall be warranted by the installer for a period of one year from the completion date of the project.
6. Training for indoor and outdoor low and high elements (8 hours in total for middle schools and 16 hours in total for high school) will be available after installation with location and times to be determined by the NPS PEHW Director. Up to an additional 8 hours of training will be required for the climbing tower at the high school if Alternate #1 is awarded. The installer shall provide a detailed installation schedule and the earliest possible range of dates for the installation of all courses. Lines Item #44 and #46
7. The ground condition of each site shall be left as found before outdoor element installation.
8. All work must be completed as described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

Middle School Courses (Bigelow, Brown, Day, Oak Hill Schools)

Each of the middle schools will be implementing the same PE curriculum and therefore most elements will be the same for each site. However, because of limitations and unique characteristics of each school facility, the courses will not be identical.

Indoor Elements (common to all schools) All challenge course elements are named according to the commonly used names in the challenge course industry.

The installer shall work closely with NPS staff and design consultant in locating the elements and haul systems in each gym before installation of the courses may proceed.

- The beam attachment system for primary connections shall use forged steel bolts, engineered beam clamps or strap hangers and not a cable wrap system. The strap hangers are required for Bigelow's concrete beams shall be engineered structural steel fittings, grey painted and secured with structural anchors approved by NPS personnel.
- Easy to operate haul systems shall be supplied with the elements so that they may be pulled to the ceiling when not in use. Haul systems shall employ "National" brand utility pulleys for friction reduction and cleat boards with 6" horn cleats for securing the haul system ropes.
- All wood products for elements shall be made from Grade 1 lumber, have routed edges, be free of splinters, sanded and urethane coated. Visible plywood surfaces on climbing traverses and walls shall be Grade A.
- All wire rope shall be 7 x 19 GAC (Galvanized Aircraft Cable), made in compliance with ISO 9001 quality standards.
- Wire rope clips shall be forged and meet or exceed Federal Specification number FF-C-450. The clips shall be installed according to manufacturer's recommendations for number of clips, spacing, clip size, wire rope lay and torque values.
- Swaged fittings using ferrules (oval sleeves) of copper, zinc plated copper and stainless steel (for stainless steel wire rope) that conform to Military Standard MS-51844 shall be used to fabricate eyes or splices in wire rope. The swaged fittings shall be installed according to the manufacturer's recommendations for compressions.

Multiswing (in 2 places)

- Removable swing rope at 9' above the floor (schools have different ceiling heights)
- 5/8" 3-strand rope with semi-rigid tubing reinforced foot loop, thimble at connection point.
- "Drop" cable made from 5/16" wire rope, thimbles at each end
- Connect swing rope to cable eye with a load-rated non-locking carabiner

Porthole

- Tire (or disc) shall be brand new, lightweight and minimum 21" hole
- The center of the tire/disc shall be at an elevation of 5' 6"
- "Drop" cable made from 5/16" wire rope, thimbles at each end
- Connect tire/disc to cable eyes with load-rated, non-locking carabiners

Swinging Tires (set of 5)

- Removable spliced tire rope of 5/8" 3-strand rope with thimbles at both ends
- Motorcycle tires (not car tires) must be brand new
- "Drop" cable made from 5/16" wire rope, thimbles at each end
- Connect tire ropes to cable eyes with load-rated non-locking carabiners and to tires with 12mm Maillon Rapide links

Tension Traverse ropes for Wild Side Kits (2 places)

- Provide 2 pc. standard traverse ropes and a third rope with a center eye (two tails), all constructed of 1/2" 3-strand rope with a thimble at connection points
- Ropes connect to a "drop" cable made from 5/16" wire rope, thimbles at each end
- Connect tire ropes to cable eyes with load-rated non-locking carabiners

Portable Elements - All challenge course elements are named according to the commonly used names in the challenge course industry.

All Aboard platform (4 per middle school)

- 2'x2' platform
- Assembled using deck screws (no nails)
- 2 pc. 4"x4" base made using 2"x6" or 2"x8" planking

Fidget Ladder (2 per middle school)

- Connect to Team Triangle outdoors
- Constructed with 5/8" 3-strand rope and hardwood dowels

Meuse

- 8 pc. 8" x 16" wood blocks
- 4 pc. traverse planks, each made from 2pc. untreated 2"x4"x8' planks glued together with urethane glue

Prouty's Landing platform (2 platforms per middle school)

- 3'x3'
- Assembled using deck screws (no nails)
- 2 pc. 4"x4" base made using 2"x6" or 2"x8" planking

Spider's Web

- Connects to section of the Mohawk Walk
- 3/16" bungee cord for web
- 3/8" 3-strand rope perimeter, adjustable tensioning

Wild Side Kit (2 mini beams per set)

- Shall be Project Adventure's aluminum kit

Outdoor Elements

- Copper Azole treated utility poles and anchors will be installed under separate contract for the installation of the Mohawk Walk and Team Triangle elements
- All lumber used on the outdoor elements shall be pressure-treated with Copper Azole or ACQ treatments. Edges shall be routed or sanded and be free from splinters.
- A class "A" flame retardant fire inhibitor coating shall be applied to all utility poles and other wood products from ground level up to a height of 8' according to the manufacturer's specifications for maximum protection
- All hardware shall be either stainless steel or hot-dip galvanized coated
- All bolts shall be drop-forged and shall use 2pc. 2" round washers and a double coil lock washer
- Wire rope for foot cables shall be 3/8" 7 x 19 GAC (Galvanized Aircraft Cable), made in compliance with ISO 9001 quality standards.
- Wire rope clips shall be forged and meet or exceed Federal Specification number FF-C-450. The clips shall be installed according to manufacturer's recommendations for number of clips, spacing, clip size, wire rope lay and torque values.
- Swaged fittings using ferrules (oval sleeves) of copper, zinc plated copper and stainless steel (for stainless steel wire rope) that conform to Military Standard MS-51844 shall be used to fabricate eyes or splices in wire rope. The swaged fittings shall be installed according to the manufacturer's recommendations for compressions.
- Dimensions of the elements are shown in the site plans provided
- Outdoor courses shall have a permanently mounted "KEEP OFF" or "NO TRESPASSING" signs that warns against unauthorized access clearly visible with locations to be determined by Seafox Consulting.

Islands

- 3 platforms – 2 @ 4'x4', 1 @ 3'x3'

- Spacing between platforms @ 8'-3"
- Height of platforms @ 1'-4" above ground
- 2"x6" framing @ 16" centers and 5/4" x 6" decking
- 4"x4" corner posts buried in ground to a depth of 2'
- Corner posts secured using 1/2"x4" galvanized lag screws and washers
- Deck screws used in construction (no nails)

Mohawk Walk

- 6 legs – lengths shown in drawing provided
- 5 legs consist of 3/8" wire rope per specifications above with one 5/8" galvanized drop-forged turnbuckles per leg and *Maillon Rapide* brand connecting links
- Two legs have overhead cables consisting of 3/8" wire rope per specifications above and 4 pc. 5/8" spliced rope handlines (vines)
- Include log traverse on one leg (30' log provided)
- Secure log using 2 pc. 5/8" machine bolts, each end
- Include 6 pc. 3/8" x 4" staples as attachment points to fit prefabricated Spider's Web on 12' leg
- Three 17' 6" and four 11' 6" Copper Azole treated poles and 8 anchors are supplied

Team Triangle

- 3 legs – lengths shown in drawing provided
- All foot cables shall have swaged eyes (per specifications above) on both ends and shall be have 12mm Maillon Rapide links at each end for easy removal
- Convertible to Triangular Tension Traverse with a second set of foot cables consisting of 3/8" wire rope per specifications above with one 5/8" galvanized drop-forged turnbuckles per leg
- Dual 5/16" drop cables attached at the top of the 20' pole using 5/8" Nut Eye Bolt
- Include 2pc. 5/8" Nut Eye Bolts for 2 Fidget Ladders (see specifications above)
- One 20' and two 12' 6" Copper Azole treated poles and 6 anchors are supplied

Whale Watch

- Minimum platform size 6' x 14'
- 3pc. 4"x6" beams and 2"x6" decking
- Raised edges and removable railing system on 14' sides
- Wheelchair access (ends of platform shall be level with the ground)
- Lockable after-hours access prevention system
- Secure decking with deck screws (no nails)

Newton South High School

Portable Elements

All Aboard platform

- 2'x2'
- Assembled using deck screws (no nails)
- 2 pc. 4"x4" base made using 2"x6" or 2"x8" planking

Prouty's Landing platform

- 3'x3'
- Assembled using deck screws (no nails)
- 2 pc. 4"x4" base made using 2"x6" or 2"x8" planking

Spider's Web

- Connects to section of the Mohawk Walk
- 3/16" bungee cord for web
- 3/8" 3-strand rope perimeter, adjustable tensioning

Wild Side Kit (2 mini beams per set)

- Shall be Project Adventure's aluminum kit

Indoor Elements (in field house)

- The beam attachment system for primary connections shall use forged steel bolts or engineered beam clamps and not a cable wrap system.
- Easy to operate haul systems shall be supplied with the elements so that they may be pulled to the ceiling when not in use. Haul systems shall employ “National” brand utility pulleys for friction reduction and cleat boards with 6" horn cleats for securing the haul system ropes.
- Belay systems on high elements shall consist of Project Adventure Klinesaver Shear Reduction Devices and K-1 Belay Pulleys where appropriate. Connection links shall be Maillon Rapide links.
- Provide each indoor belay system with #4 (1/8") polyester haul cords
- Provide (6) 11mm dynamic ropes cut to length to be used interchangeably on any indoor element with ends finished to allow for secure and convenient ability to tie haul cords for each climb as appropriate
- All wood products for elements shall be made from Grade 1 lumber, have routed edges, be free of splinters, sanded and be urethane coated. Visible plywood surfaces on climbing traverses and walls shall be Grade A quality.
- All wire rope shall be 7 x 19 GAC (Galvanized Aircraft Cable), made in compliance with ISO 9001 quality standards.
- Wire rope clips shall be forged and meet or exceed Federal Specification number FF-C-450. The clips shall be installed according to manufacturer’s recommendations for number of clips, spacing, clip size, wire rope lay and torque values.
- Swaged fittings using ferrules (oval sleeves) of copper, zinc plated copper and stainless steel (for stainless steel wire rope) that conform to Military Standard MS-51844 shall be used to fabricate eyes or splices in wire rope. The swaged fittings shall be installed according to the manufacturer’s recommendations for compressions.

Low Elements

Multiswing (in 2 places)

- Removable swing rope at 9' above the floor
- 5/8" 3-strand rope with semi-rigid tubing reinforced foot loop, thimble at connection point.
- “Drop” cable made from 5/16" wire rope, thimbles at each end
- Connect swing rope to cable eye with a load-rated non-locking carabiner

Swinging Tires (set of 5 tires)

- Removable spliced tire rope of 5/8" 3-strand rope with thimbles at both ends
- Motorcycle tires (not car tires) must be brand new
- “Drop” cable made from 5/16" wire rope, thimbles at each end
- Connect tire ropes to cable eyes with load-rated non-locking carabiners and to tires with 12mm *Maillon Rapide* links

High Elements

Centipede

- Participant access from floor when assembled
- Removable bottom section (7' minimum floor clearance when removed)
- *Maillon Rapide* link to connect lower sections together
- 4"x4"x8' maximum section lengths
- 3/8" climbing staples (installed horizontally) on lower half of climb
- Climbing holds for grips on upper part of the climb

Dangle Quad

- Access from floor with removable rung connected
- Removable bottom section (7' minimum floor clearance when removed)
- Rungs made from 4"x6"x12' wood per specifications given above
- “Drop” cables made from 5/16" wire rope, thimbles at each end
- Connect lower rung to cable eyes with a load-rated non-locking carabiner
- Stop sleeves and washers to support rungs

Firecracker Ladder Climb

- Participant access from floor up to overhead truss where belay hardware is connected
- Hardwood rungs to be epoxy glued and screwed into place on vertical kernmantle ropes

Flying Squirrel

- Use swiveling eye for connection at truss
- Project Adventure K-1 Belay Pulley

- *Maillon Rapide* link connectors
- New England Ropes KMIII or BlueWater II static rope – 1/2" diameter

Portable Pumper Pole

- Laminated 4"x4"x16' wood pole with platform securely mounted on top
- Plywood base with socket for pole and 4 rubber feet
- Pole support ropes of 9mm kernmantle rope threaded through pole in each direction at 12' height above floor
- 9" target ball – round boat fender with adjustable height

Rope Ladder Climb

- Participant access from floor up to overhead truss where belay hardware is connected
- Hardwood rungs to be epoxy glued and screwed into place on vertical kernmantle ropes

Swingshot

- Load-rated Swivel Hoist Eye for connection at truss
- "Drop" cables made from 5/16" wire rope with two copper ferrules and thimble at each end
- Haul rope and participant lanyard is 1/2" diameter New England Ropes KMIII or Blue Water II static rope
- 1/2" bungee cord for brake system

Vertical Playpen

- Access from floor with removable rung connected
- Removable bottom section (7' minimum floor clearance when removed)
- "Drop" cables made from 5/16" wire rope, thimbles at each end
- Connect lower rung to cable eyes with a load-rated non-locking carabiner
- Stop sleeves and washers to support rungs
- Dual belay for this element
- 8' width

Outdoor Elements

- Copper Azole treated utility poles and anchors will be installed under separate contract for the installation of the low and high elements (except Moby Deck)
- All lumber used on the outdoor elements shall be pressure-treated with Copper Azole or ACQ treatments. Edges shall be routed or sanded and be free from splinters.
- A class "A" flame retardant fire inhibitor coating shall be applied to all utility poles and other wood products from ground level up to a height of 8' according to the manufacturer's specifications for maximum protection
- All hardware shall be either stainless steel or hot-dip galvanized coated
- All bolts shall be drop-forged and shall use 2pc. 2" round washers and a double coil lock washer
- Wire rope for foot cables shall be 3/8" 7 x 19 GAC (Galvanized Aircraft Cable), made in compliance with ISO 9001 quality standards.
- Wire rope clips shall be forged and meet or exceed Federal Specification number FF-C-450. The clips shall be installed according to manufacturer's recommendations for number of clips, spacing, clip size, wire rope lay and torque values.
- Swaged fittings using ferrules (oval sleeves) of copper, zinc plated copper and stainless steel (for stainless steel wire rope) that conform to Military Standard MS-51844 shall be used to fabricate eyes or splices in wire rope. The swaged fittings shall be installed according to the manufacturer's recommendations for compressions.
- Dimensions of the elements are shown in the site plans provided
- Each permanent outdoor element shall have a permanently mounted "KEEP OFF" or "NO TRESPASSING" sign that warns against unauthorized access clearly visible.

Low Elements

Double Team Triangle

- 5 legs – lengths shown in drawing provided
- All foot cables shall have swaged eyes (per specifications above) on both ends and shall be have 12mm Maillon Rapide links at each end for easy removal

- Convertible to Triangular Tension Traverses at each end with a second set of foot cables consisting of 3/8" wire rope per specifications above with one 5/8" galvanized drop-forged turnbuckles per leg
- Dual 5/16" drop cables attached at the top of the 20' pole using 5/8" Nut Eye Bolt
- Two 20' and two 12' 6" Copper Azole treated poles and 8 anchors are supplied

Moby Deck

- Overall length and width of octagonal shaped platform is 10' x 10'
- 4"x6" beams for structural framing and 2"x6" or 2"x8" decking
- Secure decking with deck screws (no nails)
- Lockable after-hours access prevention system

Mohawk Walk

- 6 legs – lengths shown in drawing provided
- 5 legs consist of 3/8" wire rope per specifications above with one 5/8" galvanized drop-forged turnbuckles per leg and *Maillon Rapide* brand connecting links
- Two legs have overhead cables consisting of 3/8" wire rope per specifications above and 4 pc. 5/8" spliced rope handlines (vines)
- Include log traverse on one leg (30' log provided)
- Secure log using 2 pc. 5/8" machine bolts, each end
- Include 6 pc. 3/8" x 4" staples as attachment points to fit prefabricated Spider's Web on 12' leg
- Three 17' 6" and four 11' 6" Copper Azole treated poles and 8 anchors are supplied

High Elements

- The high course shall be divided into three distinct areas: Helix Tower, High Element Pods 1 and 2 as shown in the site map
- All traversing high elements are to have dual belay cables
- Belay systems on high elements shall consist of Project Adventure Klinesaver Shear Reduction Devices and K-1 Belay Pulleys where appropriate
- Provide each outdoor belay system with #4 (1/8") polyester haul cords
- Provide (10) 11 mm dynamic ropes cut to length to be used interchangeably on any outdoor element with ends finished to allow for secure and convenient ability to tie haul cords for each climb as appropriate
- All connection links shall be *Maillon Rapide* links unless otherwise specified
- All cable connections shall be terminated using 5/8" Nut Eye Bolts
- Project Adventure LEAP self-belay climbing anchors shall be provided for each access climb
- First staples and LEAP anchors are to start at 10' height above ground

Helix Climbing Tower - Alternate #1 (3 x 55' poles supplied if accepted)

- Two climbing faces, two routes per face
- Climbing holds shall be attached in order to prevent spinning
- Climbing holds to allow for multiple levels of challenge on each route
- Rappel face – 8' height below platform
- Belay cables 6' above platform in center of span
- One climbing face ends at platform level and the other face continues to 3' below the pole top
- Horizontal plank construction using pressure treated 2"x6"x12' lumber
- Planking begins at 10' above ground
- 4 pc. 4"x4" access boards with climbing holds
- No guy cables – top braces and cross bracing cables are used
- Provide (4) #4 (1/8") polyester haul cords and (5) 11 mm dynamic belay ropes cut to length with ends finished to allow for secure and convenient ability to tie haul cords
- Provide 1 double length, 7/16" diameter static rappel rope cut to length with ends finished

High Elements – Pod 1 (1 x 35' pole and 6 x 50' poles, 10 anchors supplied)

Cat Walk

- 35' pole as Cat Walk log

Diminishing Returns

- New England Ropes KMIII or BlueWater II static rope – 1/2" diameter
- Directional bolts and links for ropes installed on poles at 3' height above ground

Islands-in-the-Sky

- 3 platforms @ 5' length x 1'-5" width
- Platforms made from 5/4"x6" decking and 4"x4" supports

Lily Pads

- Pads are 2' diameter, 3/4" MDO discs

Pirate's Crossing

- Handlines are 5/8" 3-strand rope and adjustable

Quadrophenia

- 35' center pole
- 21" diameter platform at top of pole
- Climbing holds for grips on upper 8' of the climb
- Belay tethers installed at corner poles at 36" height above ground

Ships Passing in the Night

- Handlines are 1/2" 3-strand rope and adjustable

Step of Faith

- 6"x6" horizontal beams
- Engineered stainless steel hinge bracket to secure beams to poles

High Elements – Pod 2 (3 x 55' poles, 6 anchors supplied)

Burma Bridge/Two Line Bridge combination

- Handlines are 5/8" 3-strand rope and adjustable
- Cross-arms shall be 4"x4" x 3'-6" and 4' above the foot cable

Flying Squirrel (combine with Swingshot)

- New England Ropes KMIII or BlueWater II static rope – 1/2" diameter

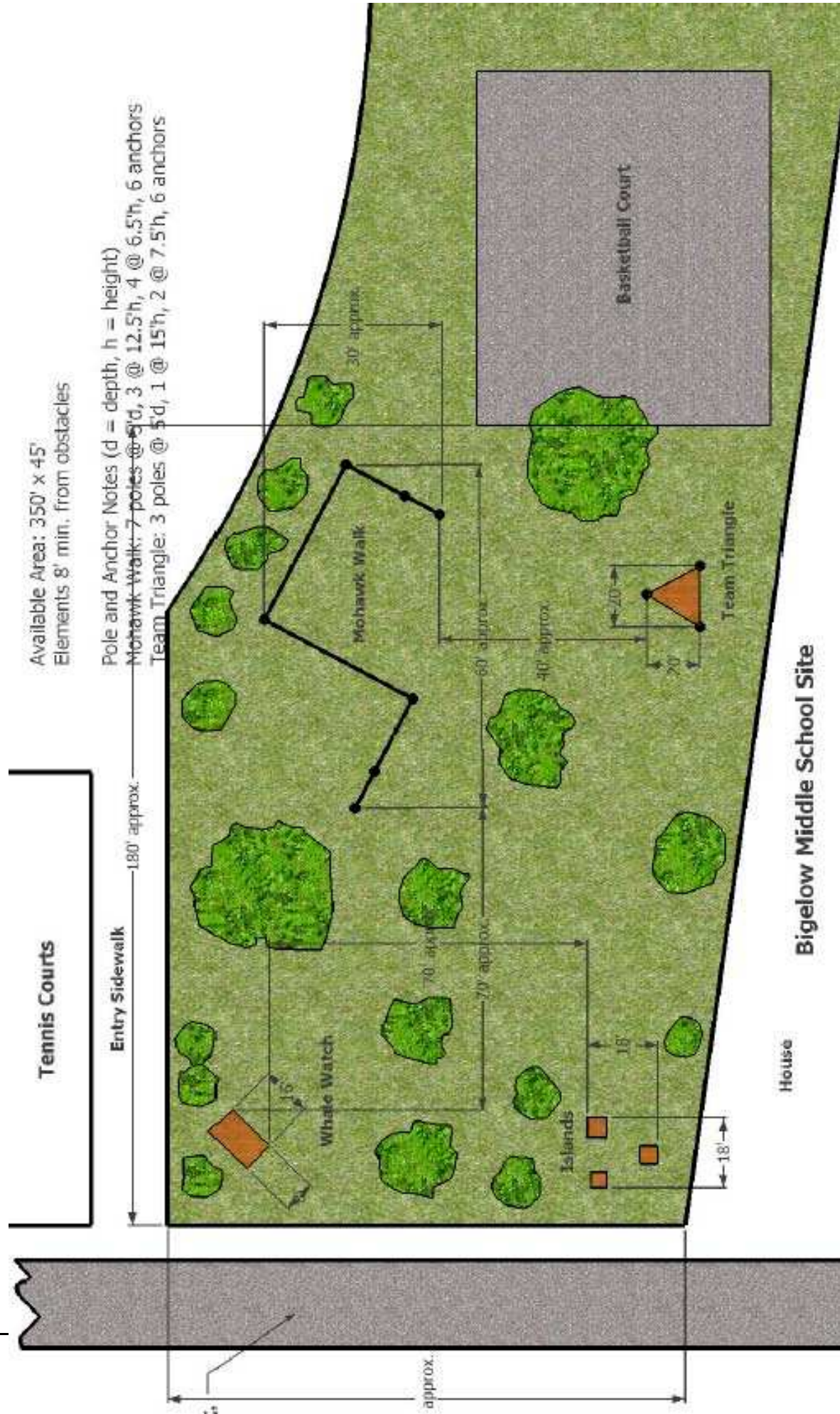
Multivine Traverse

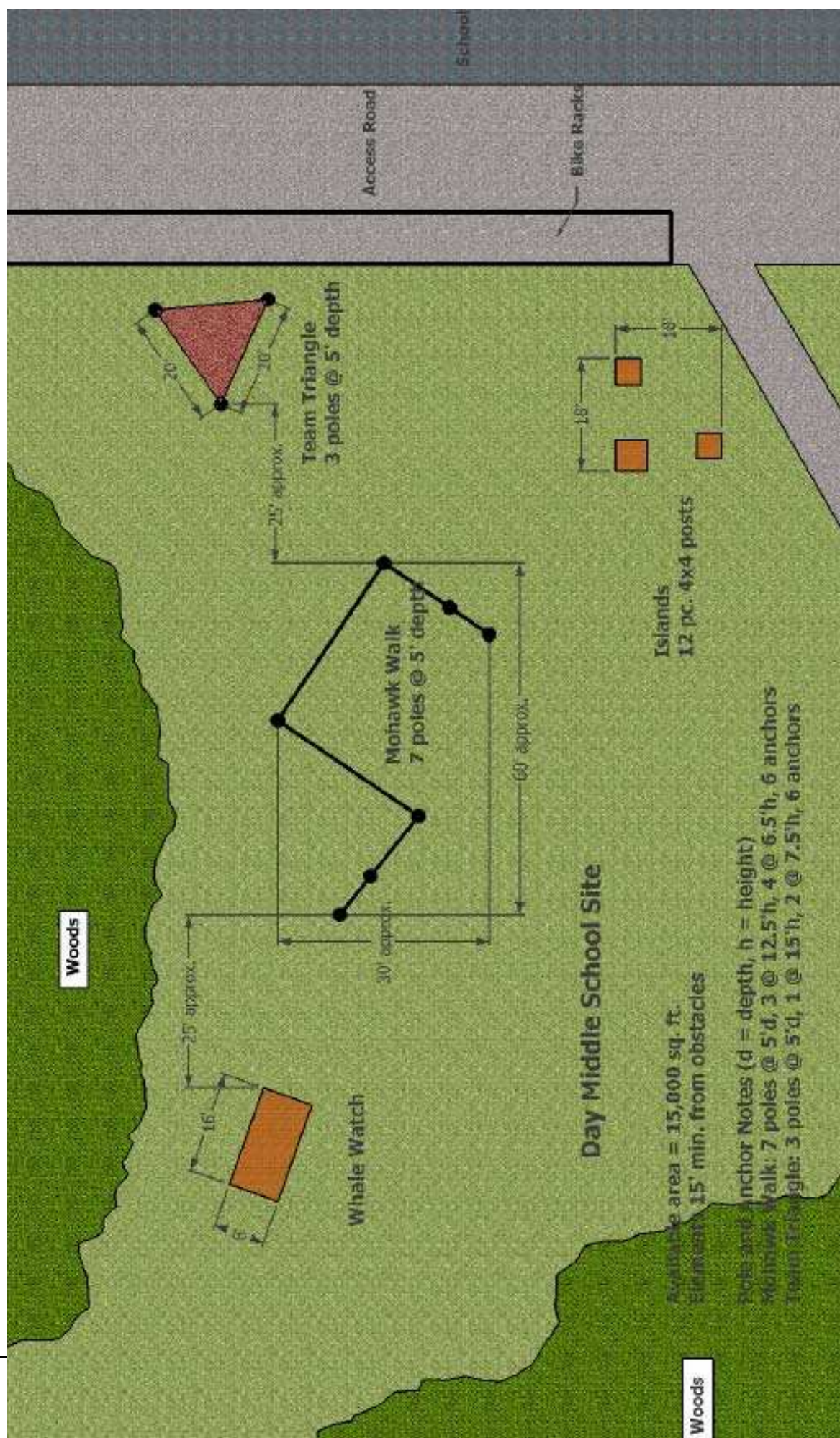
- Handlines are 5/8" 3-strand rope, spliced both ends
- Handlines vary in length from approximately 5' to 9'

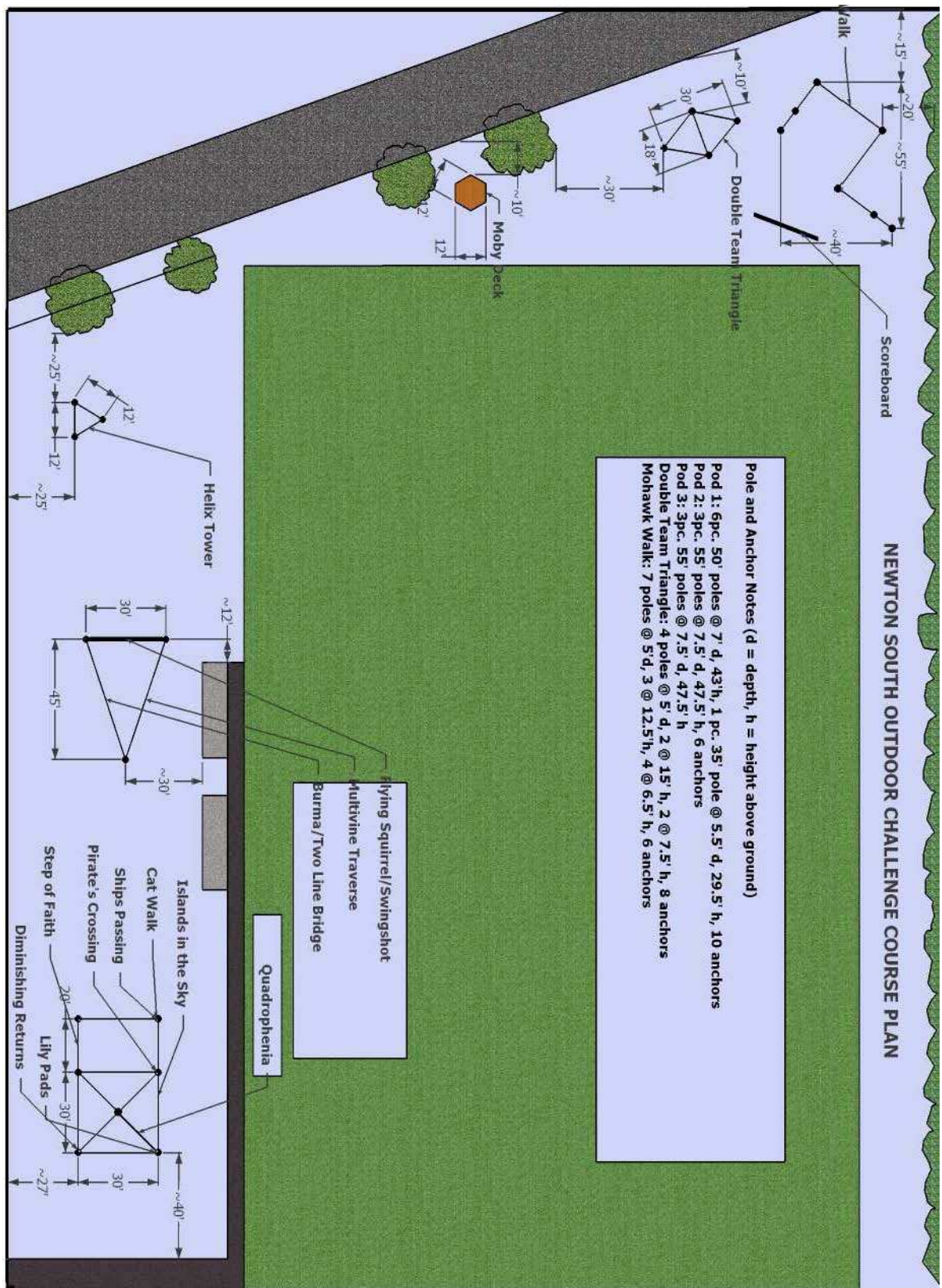
Swingshot (combine with Flying Squirrel)

- New England Ropes KMIII or BlueWater II static rope – 1/2" diameter

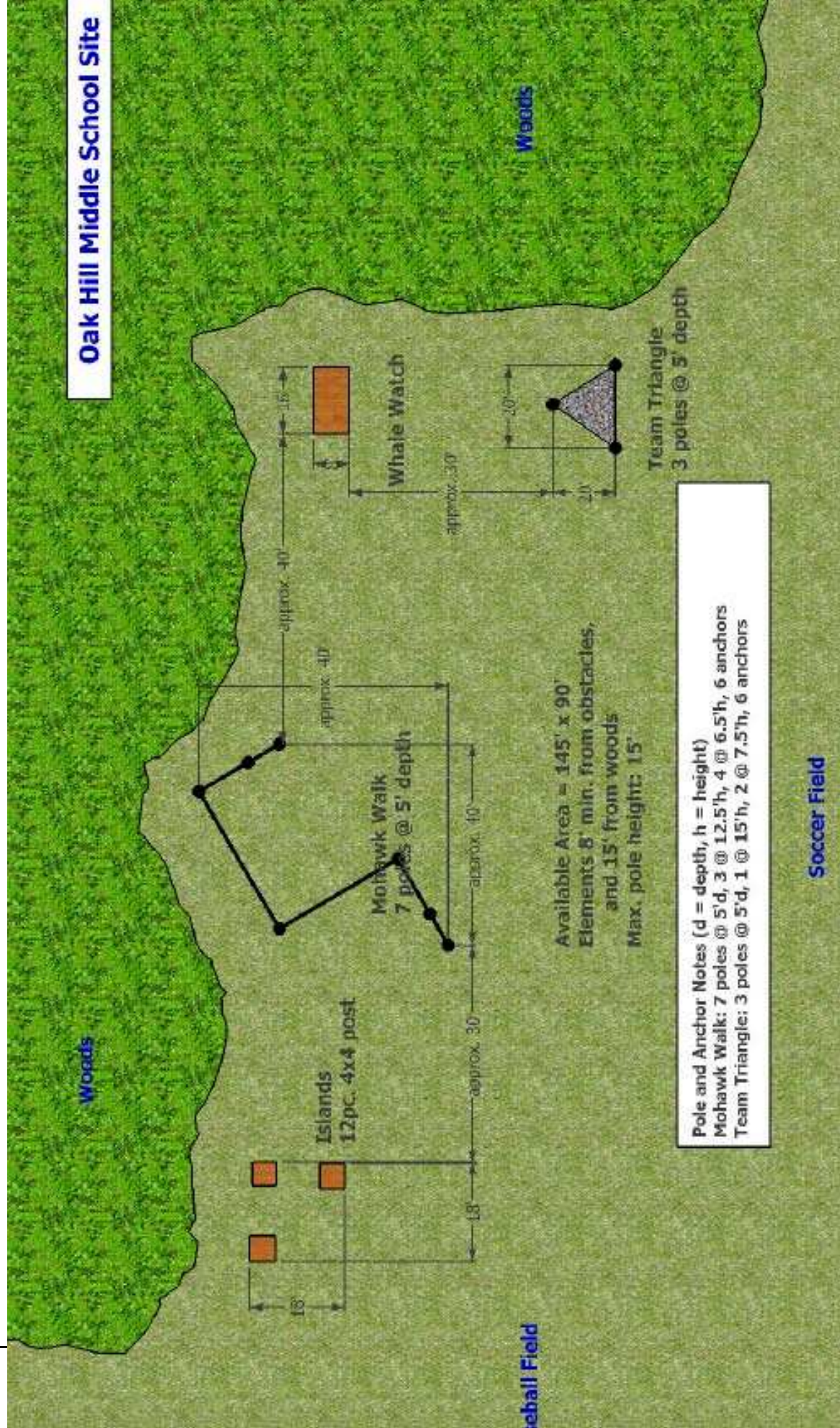
END OF SECTION







Oak Hill Middle School Site



Soccer Field

Baseball Field